

DE-009-65

Contract No. GB-1965  
Notice to Proceed

1 January 1965

General Electric-Tempo  
Santa Barbara, California

ATTN:

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Dear

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1. This will confirm discussions between General Electric-Tempo and the Government. General Electric-Tempo is hereby authorized to proceed with furnishing of consulting services and test monitoring for the Government for the period 1 January 1965 through 30 June 1965. The Contractor has submitted a cost estimate in the amount of \$16,407.00 (CPFF) providing for <sup>193</sup> ~~30~~ man-days of effort during the period indicated. *WJL*

2. Pending negotiation of the contract price and the type of contract to be employed the Contractor agrees not to incur costs in excess of \$7,000.00 unless specifically authorized by the Contracting Officer. The contract, which is hereby designated GB-1965, has an effective date of 1 January 1965. This Notice to Proceed and the formal contract to be issued are subject to special security provisions which are set forth in Exhibit "A" hereto.

3. The performance of work under this Notice to Proceed may be terminated by the Government, in accordance with the termination clause of the Armed Services Procurement Regulations, in whole, or from time to time in part, whenever the Contracting Officer shall determine that such termination is in the best interest of the Government. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of work under this order is terminated, and the date upon which such termination becomes effective.

4. Please indicate your receipt of this Notice to Proceed to Contract GB-1965 and your acceptance thereof by executing the original and three copies hereof. Return the fully executed original and two signed carbon copies of this Notice to Proceed to the undersigned. Retain one signed copy for your files.

ACKNOWLEDGED AND ACCEPTED  
GENERAL ELECTRIC-TEMPO

B

TITLE Manager - Marketing

DATE 1 Feb. 1965

THE UNITED STATES OF AMERICA

Contracting Officer

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**EXHIBIT "A"**  
**CONTRACT NO. GB-1965**

1. The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

2. Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whenever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clause of the General Provisions in conflict with the stipulations of such subcontract.